

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:
My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Expression of Somatotropin in Plant Seeds

the specification of which (check one)

 is attached hereto X was filed on December 15, 1998 as Application Serial No. 09/210,843 and was amended on

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, S1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, S119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed


(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
<input type="checkbox"/> Additional applications identified on attached sheet.				
I hereby claim the benefit under Title 35, United States Code, S120 of any United States Application(s) listed below and insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code S112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, S1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application.				
<u>08/846,021</u>	<u>April 25, 1997</u>	<u>Pending</u>		
Application Serial No.	Filing Date	Status - Patented, pending, abandoned		
<u>08/566,783</u>	<u>December 30, 1994</u>	<u>Patented</u>		
Application Serial No.	Filing Date	Status - Patented, pending, abandoned		
<u>08/142,418</u>	<u>November 16, 1993</u>	<u>Abandoned</u>		
Application Serial No.	Filing Date	Status - Patented, pending, abandoned		
<u>07/659,835</u>	<u>February 22, 1991</u>	<u>Abandoned</u>		
Application Serial No.	Filing Date	Status - Patented, pending, abandoned		
<input type="checkbox"/> Additional applications identified on attached sheet.				


I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith:

Daniel R. Bereskin	22,257	Timothy J. Sinnott	31,083	Robin L.A. Coster	38,016
Richard J. Parr	22,836	H. Samuel Frost	31,696	Michael E. Charles	38,036
David W.R. Langton	27,747	Philip Mendes da Costa	33,106	Micheline Gravelle	40,261
H. Roger Hart	26,426	Robert B. Storey	33,108	Robert H.C. MacFarlane	40,366
C. Lloyd Sarginson	29,245	Andrew McIntosh	40,453	John R. Rudolph	38,003
				All of Bereskin & Parr	22,533

Address all telephone calls to Micheline Gravelle Reg. No. 40,261 at Telephone No. (416)364-7311. Address all correspondence to Bereskin & Parr, Box 401, 40 King Street West, Toronto, Ontario, Canada M5H 3Y2

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any patent issued thereon.

FULL NAME OF SOLE OR FIRST INVENTOR Maurice M. Moloney	INVENTOR'S SIGNATURE 	DATE 23rd Feb '99
RESIDENCE 34 Edgebrook Cove N.W., Calgary, Alberta, Canada, T3A 5N5		CITIZENSHIP Ireland
POST OFFICE ADDRESS Same As Above		

FULL NAME OF SOLE OR FIRST INVENTOR Hamid R. Habibi	INVENTOR'S SIGNATURE 	DATE Feb-24-99
RESIDENCE 91 Edendale Crescent NW, Calgary, Alberta, Canada, T3A 3W9		CITIZENSHIP Canada
POST OFFICE ADDRESS Same As Above		

See attached sheet for similar information and signature for additional joint inventors.

UNITED STATES

ASSIGNMENT

WHEREAS WE, Maurice M. Moloney and Hamid R. Habibi, whose full post office addresses are 1302 20th Avenue N.W., Calgary, Alberta, Canada, T2M 1G3 and 91 Edendale Crescent NW, Calgary, Alberta, Canada, T3A 3W9 respectively, have invented certain new and useful improvements in an invention entitled **EXPRESSION OF SOMATOTROPIN IN PLANT SEEDS** for which an application for United States Letters Patent was filed on December 15, 1998 as serial No. 09/210,843.

AND WHEREAS the SemBioSys Genetics Inc. a corporation of the Province of Alberta having a place of business at 2500 University Drive, N.W., Calgary, Alberta, T2N 1N4, Canada has acquired from us the whole right, title and interest for the United States of America and all other countries in and to the said invention and in and to any Letters Patent that may be obtained therefor, and in and to said application,

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, Maurice M. Moloney and Hamid R. Habibi, by these presents confirm that we have sold, assigned and transferred and do hereby sell, assign and transfer unto the said SemBioSys Genetics Inc., the full and exclusive right to the said invention in the United States of America and all other countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor, and the entire right, title and interest in and to said application, and in and to any divisions, continuations, continuations-in-part and extensions of said application, together with the right to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property based on said application for United States Letters Patent.

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We agree that we will without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain patents for said invention and for additions and modifications thereto in any and all countries, and to vest title thereto in said assignee, his successors, assigns and legal representatives or nominees.

We hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the said SemBioSys Genetics Inc., the assignee of the entire right, title and interest in and to the same, for his sole use and benefit, and for the use and benefit of his successors and assigns, to the full end of the term for which Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made.

The undersigned hereby grant the firm of Bereskin & Parr (Box 401, 40 King Street West, Toronto, Ontario, Canada M5H 3Y2) the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED this 26th day of April, 2000, at Calgary AB

Kurti Rumball
Witness

Maurice M. Moloney
MAURICE M. MOLONEY

SIGNED this _____ day of _____, 2000, at _____

Witness

HAMID R. HABIBI

09887569-052501

This photocopy is a true copy
of the original document and has
not been altered in any way.

N. Kate Coolidge

N. KATE COOLIDGE
Barrister & Solicitor

LICENSE AGREEMENT

Effective as of January 15, 1999, SemBioSys Genetics Inc., a Canadian corporation having principal place of business at 500, 3605 29th Street NE Calgary, AB ("SemBioSys"), and Dr. Hamid Habibi, an individual having a principal place of business at 2500 University Avenue, Calgary, Alberta ("Habibi"), by execution of the document below ("the Agreement") agree as follows:

Article 1

BACKGROUND

- 1.1 SemBioSys and Habibi have jointly been involved in the development of technology to manufacture oilseeds comprising fish growth hormone. SemBioSys and Habibi independently hold certain rights associated with these developments.
- 1.2 SemBioSys wishes to acquire an exclusive license to the relevant rights held by Habibi in order to further pursue the commercial development of products derived from said oilseeds. Therefore on May 21, 1998 SemBioSys and Habibi entered into an option agreement. SemBioSys exercised its option thereby agreeing to negotiate an exclusive license to the rights held by Habibi.
- 1.3 Habibi wishes to further pursue the commercial development of fish growth hormone in oilseeds so that products resulting therefrom may be available for public use and benefit at the earliest possible time.

SECRET

DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them herein unless the context requires otherwise:

- (a) "Effective Date" means January 15, 1999.
- (b) "Licensed Patent(s)" means any Letters Patent issued with respect to the Technology, including the information contained in such application, any foreign patents corresponding thereto, and/or any divisions, continuations, or reissue thereof. This includes all Letters Patent with respect to the Technology declaring Habibi's inventorship including US Patent Applications with Serial Nos 09/210,843 and 60/109,997 and related foreign counterparts, divisions, continuations and reissues.
- (c) "Know-how" means trade secrets, special knowledge, including but not limited to biological material, assays, designs, calculations, formulae, data, results, algorithms, protocols, techniques, processes, devices and any other information necessary or useful in the practice of the Technology that are or have been acquired or developed by or under the direction of Habibi prior to or during the term of the Agreement or the License contemplated herein.
- (d) "Improvements" means any improvement, idea, design, concept, biological material, know-how, technique or discovery relating to the Technology whether or not patentable, copyrightable or otherwise protectable as intellectual property, which is dominated by claims in the Licensed Patents or which have been or may be developed in whole or in part by or under the direction of Habibi with respect to the Technology.

- (e) "Licensed Product(s)" means any :
- (i) fish growth hormone;
 - (ii) fish growth hormone/oleosin fusion;
 - (iii) oil bodies comprising fish growth hormone or fish growth hormone/oleosin fusions;
 - (iv) oilseeds comprising fish growth hormone or fish growth hormone oleosin fusions; and
 - (v) formulated fish feeds comprising fish growth hormone or fish growth hormone oleosin fusions developed by SemBioSys under Licensed Patents.
- (f) "Licensed Field of Use" means all applications of the Technology.
- (g) "Licensed Territory" means the entire world.
- (h) "The Technology" means any method, technique, data, or skill, patentable or unpatentable, owned or licensed by Habibi that can be used to develop Licensed Products. Technology shall not include any method, technique, data, or skill, patentable or unpatentable, owned or licensed by Habibi that cannot be used to develop Licensed Products.
- (i) "Net Sales" means the gross revenue realized by SemBioSys as a result of the sale of Licensed Product(s) less the following items but only insofar as they actually pertain to the disposition of such Licensed Product(s) by SemBioSys and are included in such gross income, and (except Item (c)) are separately billed:

- (a) Import, export , excise, and sales tax, plus custom duties;
- (b) Costs of insurance, packing, and transportation from the place of manufacture to the customer's premises or point of installation, and;
- (c) Credit for returns, allowances, or trades.

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Article 3

CONSULTING BY HABIBI

- 3.1 Habibi shall assist SemBioSys by providing Know-how and related information and materials in developing Licensed Products. Subject to Article 8 and for a period starting at the Effective Date and ending three (3) years from the Effective Date, Habibi shall consult to SemBioSys or its agent for up to sixteen (16) hours per month. In consideration of Habibi's consulting, SemBioSys shall pay to Habibi two thousand Canadian dollars (\$2,000 CAD) per month in arrears upon receipt of invoice. SemBioSys shall pay interest at prime lending rate over any amount not paid within thirty (30) days of SemBioSys receiving the invoice. Habibi agrees not to consult with any third party on any project that will compete with SemBioSys' own efforts to develop commercialize Licensed Products.
- 3.2 SemBioSys reserves the right to extend the consulting agreement under the terms specified in this agreement on an annual basis for an additional 2 years.
- 3.3 From time to time SemBioSys may require written reports from Habibi. SemBioSys will give Habibi at least thirty (30) days notice should such reporting be required. If Habibi's writing of these reports requires Habibi to spend time over and above the consulting time specified under 3.1, SemBioSys will pay Habibi at an hourly rate of one hundred twenty five Canadian dollars per hour (125 CAD), for a maximum up to one thousand Canadian dollars 1000 C.A.D per report.

Article 4

GRANT

- 4.1 Habibi hereby grants and SemBioSys hereby accepts an exclusive license, with right to sublicense, to the Technology, Know-how and Improvements and any related Licensed Patents to make, use and sell Licensed Product(s) in the Licensed Field of Use in the Licensed Territory ("the License") subject to termination under Clauses 8.2 and 8.3.
- 4.2 In consideration of the grant by Habibi of the License SemBioSys shall pay to Habibi a first license fee of thirty five thousand Canadian dollars (\$35,000 CAD) upon signing of the Agreement. SemBioSys shall pay to Habibi a further license fee of thirty five thousand Canadian dollars (\$35,000 CAD) on January 15, 2000 and thirty five thousand Canadian dollars (\$35,000 CAD) on January 15, 2001. SemBioSys shall also pay Habibi a royalty rate of 0.5% of Net Sales of any Licensed Products embodying Technology.
- 4.3 SemBioSys shall defend, hold harmless and indemnify Habibi from all liabilities, expenses damages and costs, including costs on a solicitor and own client basis, any nature whatsoever arising from, as a result of, or in any way connected with SemBioSys' commercialization of the Technology, use Licensed Patents, Know How, Improvement and sale of Licensed Products. This indemnification shall survive the termination of the License or the Agreement.
- 4.4 In order that Habibi receive academic benefit from the scientific advancement anticipated for this research and development, he shall be involved in the scientific aspects of the development of Licensed Products, improvements, any new patents whether by SemBioSys or any sub-licensee to the extent Habibi is involved as an inventor.
- 4.5 The University of Calgary shall have the right to use the Technology for non-commercial research purposes.

Article 5

CONFIDENTIAL INFORMATION

- 5.1 Habibi and SemBioSys shall take reasonable action, to prevent the disclosure of each others confidential information under the present agreement. Habibi and SemBioSys shall only disclose confidential information received hereunder to their employees and affiliates on a need-to-know basis. The parties hereto shall not disclose any confidential information to a third party. However Habibi and SemBioSys may disclose confidential information to consultants and third parties whose services or expertise may be necessary to assist in the development or commercialization of Technology, and to obtain government registration or manufacture of Product(s), provided a secrecy agreement is obtained that is at least as restrictive as the confidentiality provisions in this agreement. The term for confidentiality under any secrecy agreement with third parties shall continue for at least five (5) years after the end of the period of activity specified in the secrecy agreement. Consultants and third parties may not disclose information to any other third party without Habibi or SemBioSys obtaining the written consent of the other party to this agreement. The term for confidentiality between the parties hereto shall continue until five (5) years after the termination or expiration of this agreement.
- 5.2 The obligation of confidentiality shall not apply to confidential information that the receiving party can show:
- (a) by written records was in its possession prior to disclosure under this agreement and which has not been previously acquired from the disclosing party;
 - (b) is or becomes part of the public domain through no fault of the receiving party;
 - (c) is lawfully received without an obligation of confidence from a third party legally entitled to disclose the information;

- (d) is required by law to be disclosed but only to the extent it is so required; and
- (e) is required to be disclosed to a governmental agency to obtain the necessary approval for the sale of Product(s) and such information cannot be claimed as "business confidential."

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Article 6

PUBLICATIONS

- 6.1 The parties are aware of the sensitive nature of the Technology, aspects of which, if disclosed in the wrong context, could negatively impact the commercial value and viability of the Technology. The parties agree to use reasonable efforts to prevent such a disclosure and Habibi shall discuss the contents and context of any disclosure with SemBioSys so that any negative impact can be avoided. For the term of the License Habibi shall provide SemBioSys with the content of any public disclosure of the Technology, including any manuscripts for publication, at least 45 days in advance of such disclosure or the completion of a final version of a manuscript for publication for approval by SemBioSys, which shall not be unreasonably withheld. SemBioSys shall have 30 days from the receipt of such manuscript to file intellectual property protection.
- 6.2 To the extent that SemBioSys wishes to make publicly available data regarding the Technology provided by Habibi, SemBioSys will acknowledge Habibi's contributions in accordance with accepted academic practices. SemBioSys will provide Habibi with any public disclosure regarding the Technology that recognizes Habibi's contribution at least 45 days in advance of such disclosure or the completion of a final version of a manuscript for publication for approval by Habibi, which shall not unreasonably withheld.

Article 7

PATENT APPLICATIONS

- 7.1 During the term of the Agreement, Habibi shall, in cooperation with SemBioSys, use reasonable efforts to assess the patentability of the Technology and Improvements. SemBioSys shall if appropriate, prepare and file a patent application directed thereto.
- 7.2 SemBioSys will use reasonable efforts to prosecute and maintain any Patent(s) that govern the Technology. SemBioSys will pay any taxes and maintenance fees to keep Patent(s) in full force and effect during the term of the Agreement.
- 7.3 Habibi agrees to assign to SemBioSys any right in patent application(s) to the Technology or Improvements to the Technology prior to or during consulting period defined in article 3.

Article 8

TERM AND TERMINATION

- 8.1 Subject to Article 8.2, the License shall expire at the later of Jan 15th 2014 or the latest of the expiry dates of Licensed Patents in force in any Licensed Territory.
- 8.2 The parties agree that SemBioSys at its sole discretion reserves the right to seek third party funding to develop Licensed Products for commercialization. SemBioSys will have the right to unilaterally terminate the License in the event that SemBioSys is not able to secure funding from a third party to develop Licensed Products for commercialization and when SemBioSys in addition decides not to develop Licensed Products using internal funds. In the event of such termination SemBioSys' rights shall become non-exclusive and the royalty fee obligation, license fee obligations and all other obligations under Article 4 will terminate. All payments made prior to termination shall be non-refundable. In the event a funding partner terminates its funding to SemBioSys, SemBioSys' consulting agreement with Habibi will continue only as long as SemBioSys decides to seek alternative funding sources up to a maximum period of up to six (6) months following termination of the funding. All payments made prior to termination shall be non-refundable. Upon such termination all outstanding financial obligations under Article 3 will terminate.
- 8.3 If SemBioSys should choose to reinitiate development of Licensed Products after termination of the License and consulting agreement as provided in paragraph 8.2 herein, then SemBioSys shall negotiate in good faith to reestablish a relationship with Habibi, that to the maximum extent possible preserves the provisions of this Agreement, and continuing from the point at which the agreement was interrupted by termination. If,

however Habibi has licensed or otherwise committed part or all of the Technology during the period between the termination defined in paragraph 8.2 and the reinitiation defined herein than the Agreement will be terminated per paragraph 8.2.

Article 9

ARBITRATION

To the extent that any disagreement arises the Parties agree that they shall refer such a dispute to mediation with a mediator acceptable to both parties. If the parties can not come to an agreement using mediation, then the disagreement or unresolved issues shall be referred to binding arbitration in accordance with the Provisions and Arbitration Act or similar legislation in force in the Province of Alberta.

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Article 10

NOTICES

Communications to either party concerning the License Agreement shall be in writing and addressed as follows:

To Habibi:

91 Edendale Cres. NW
Calgary, AB T3A 3W9, Canada
Fax: (403) 282 0048
Attention: Dr. Hamid Habibi

To SemBioSys:

SemBioSys Genetics Inc.
500, 3605 – 29th Street NE
Calgary, Alberta T1Y 5W4
Fax: (403) 250 3886
Attention: Mr. Andrew Baum

The address to which any notice, demand, or other writing may be given or made or sent to any party may be changed upon written notice given by such party as above provided.

Article 11

ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the other party such consent not to be unreasonably withheld. The rights and obligations of this Agreement may only be assigned, delegated or transferred by SemBioSys to a successor of all or substantially all, of SemBioSys' assets or to an affiliate at least owned in part by SemBioSys. The rights and obligations of this Agreement may only be assigned, delegated or transferred by Habibi to a wholly owned affiliate of Habibi or Habibi's Estate.

Article 12

FULL AUTHORITY

The parties warrant that:

- a) they have full authority to enter into this agreement,
- b) they have full rights to transfer the rights contemplated in this agreement and,
- c) all duties owed to the University of Calgary by Habibi with respect to the Technology and this Agreement, including disclosure of the Technology and transfer of rights in the Agreement, have been discharged.

Appendix A is the agreement between Habibi and the University of Calgary, which evidences the discharge of Habibi's duties set out above.

Article 13

SCOPE OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No representative of Habibi or SemBioSys has been authorized to make any representation, warranty, or promise not contained herein. This Agreement replaces all previous Agreements written or unwritten between SemBioSys and Habibi. This Agreement recognizes and conforms with the written policies of the University of Calgary with respect to research, outside professional activity and intellectual property.

This photocopy is a true copy
of the original document and
has not been altered in any way.



N. KATE COOLIDGE
Barrister & Solicitor


Article 13

APPLICABLE LAW

This Agreement shall be construed, interpreted, and applied in accordance with the laws
of the Province of Alberta, Canada.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate
originals by their duly authorized officers or representatives.

SemBioSys Genetics Inc.

By 

Title Andrew Baum, President and CEO

Date 4/7/99

Dr. Hamid Habibi

By 

Title _____

Date 4/7/1999

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Appendix A

Habibi / University of Calgary

Revenue Sharing Agreement

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REVENUE SHARING AGREEMENT

An Agreement effective May 15, 1998.

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

Through their Agent
University Technologies International Inc.
204, 609 - 14 Street NW
Calgary, AB T2N 2A1
("University")

and

DR. HAMID HABIBI

Department of Biological Sciences
Faculty of Science
The University of Calgary
2500 University Dr. NW
Calgary, AB T2N 1N4
("Habibi")

WHEREAS Habibi has used University resources to create certain intellectual property which is more particularly set forth in Schedule "A", (the "Property"); and

WHEREAS Habibi intends to commercialize the Property; and

WHEREAS University policy permits Habibi to own and commercialize his intellectual property subject to the revenue generated being shared with the University;

The Parties agree as follows:

1. The University acknowledges Habibi's sole ownership of the Property and Habibi's right, including any copyright and other intellectual property rights of whatsoever nature in the Property, to sell, license, or otherwise profitably exploit the Property, at Habibi's sole cost and expense, subject to payment of a portion of the Net Revenue generated thereby to the University in accordance with paragraph 3 of this Agreement.
2. "Net Revenue" means all money received by Habibi, or Habibi's agents or assignees, from royalties, license fees, or from the sale of the Property, before taxes, less expenses and fees

paid by Habibi, such expenses and fees to be directly related to the costs of obtaining and maintaining patent or other statutory protection by Habibi personally and the costs of issuing royalty or license agreements, to be calculated in accordance with generally accepted accounting principles.

3. Net Revenue will be shared between Habibi and the University as follows:

Habibi:	75% (seventy-five percent)
University:	25% (twenty-five percent)

4. Habibi will keep complete and proper accounts of all revenues and direct costs and expenses. The accounts will be open for inspection by the University during normal business hours upon reasonable notice and at the University's expense.

5. Within sixty (60) days of the end of the calendar year, Habibi will give to the University a statement, prepared by a certified accountant, setting forth all the revenues and costs relating to the Property. If no revenue has been received for that calendar year Habibi will report this fact to the University.

6. Within thirty days of receipt of revenue generated by the Property, Habibi shall pay to the University the University's share of Net Revenue.

7. At Habibi's request, the University may agree to collect, administer and distribute any revenue generated by the Property, or assume ownership and management of the Property, by assignment or agency, on terms to be negotiated by the parties.

8. If Habibi assigns the rights in the Property to a third party, Habibi will immediately notify the University in writing. If the University assigns its rights under this Agreement, the University will immediately notify Habibi in writing.

9. Habibi warrants that, to the best of his knowledge, Habibi and Dr. Maurice Moloney are the sole author's/inventor's of the Property and that there are no other third-party claims to the rights in the Property which would limit or prevent Habibi from entering this Agreement.

10. Habibi shall indemnify and save harmless the University against all third-party claims, costs, demands, suits or damages suffered by the University in connection with the infringement of third-party rights in and to the Property, including, without limitation, legal and other professional fees and disbursements.

11. The University may surrender its rights and interest in the Property upon thirty (30) days written notice to Habibi and be thereby discharged from its obligations under this Agreement or further agreement relating to the Property.

12. Habibi and the University agree that all disputes or controversies that may arise in connection with this Agreement that are not settled by the parties themselves shall be submitted

for determination in accordance with the provisions of the Alberta Arbitration Act. Each party shall bear its own costs of arbitration until an award is made by the arbitrators, in which case, costs shall be borne by the party or parties as seemed appropriate by the arbitrator(s).

13. Subject to paragraph 11, the Agreement will remain in force and will be binding on Habibi and the University and on their respective heirs, executives, administrators and assigns as long as any statutory or contractual protections remain in effect (including but not limited to, patent, trade secret, trademark, copyright, industrial design or semiconductor chip protection) or any license remains in effect, whichever is longer.

14. Any notices to be given under this Agreement shall be in writing and delivered to the parties at the following addresses:

Habibi: Dr. Hamid Habibi
91 Edendale Cres. NW
Calgary, AB T3A 3W9

University: The University of Calgary
c/o University Technologies International Inc.
204, 609 - 14th Street NW
Calgary, AB T2N 2A1

Attn: The President
403-270-2384 (Fax)

15. This Agreement shall be governed by and construed in accordance with Alberta law and applicable Federal laws.

16. Any waiver of a breach of a term of this Agreement by the aggrieved party shall not be construed as a waiver of any subsequent breach of any term of this Agreement.

17. If any provision of this Agreement is invalid or unenforceable, such provisions shall be severed from this Agreement to the extent of such invalidity or unenforceability without effecting the remaining provision hereof.

18. This Agreement contains the entire agreement between the parties and superseded all prior agreements, negotiations, representations and proposals, written or oral.

19. The parties agree to do all acts and execute all such further assurances as may be necessary or desirable to give effect to the terms of this Agreement.

20. This Agreement may be amended by the written mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

THE UNIVERSITY OF CALGARY

Through its Agent

University Technologies International Inc.

Melanie Newbery
Witness

Beverley A. Sheridan
Per. Beverley A. Sheridan
President & C.E.O.

DR. HAMID HABIBI

Ala Saleh
Witness

Hamid Habibi

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SCHEDULE "A"

DESCRIPTION OF PROPERTY

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of the original document and
has not been altered in any way.

N. Kate Coolidge

Appendix A

Definition of Technology

N. KATE COOLIDGE
Barrister & Solicitor

Fish Growth Hormone Technology (FGHT) comprises a method for the production and delivery of a fish growth hormone. The method involves expressing the fish growth hormone as an oleosin fusion protein.

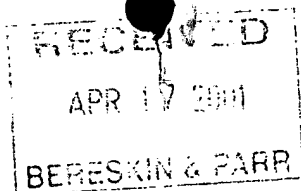
In one aspect FGHT comprises a fish growth hormone or a fragment thereof which has growth promoting activity linked to an oleosin. The fish growth hormone might be carp growth hormone or any other fish growth hormone.

In a further aspect, the Technology comprises a method of delivering a fish growth hormone to a fish comprising:

- (a) introducing into a plant cell containing oil bodies an expression vector comprising:
 - (1) a nucleic acid sequence capable of regulating transcription in a plant cell, operatively linked to
 - (2) a chimeric nucleic acid sequence encoding a fusion protein comprising (i) a nucleic acid sequence encoding a fish growth hormone or a fragment thereof which has growth promotion activity linked in reading frame to (ii) a nucleic acid sequence encoding a plant oleosin
 - (3) a nucleic acid sequence encoding a termination region functional in said plant cell
- (b) regenerating a plant from said plant cell and growing said plant to produce seed;
- (c) crushing said seed; and
- (d) delivering the crushed seed to a fish, wherein said crushed seed is administered orally.

The fish growth hormone which is employed might be carp growth hormone or any other fish growth hormone or active fragment thereof. The oil body fraction might be purified from said crushed seed prior to delivery to the fish.

The Technology includes relevant existing technical data, material and information provided to SemBioSys.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 29, 2001

PTAS



101594397A

BERESKIN & PARR
MICHELINE GRAVELLE
BOX 401, 40 KING STREET WEST
TORONTO, ONTARIO M5H 3Y2, CANADA

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 01/12/2001

REEL/FRAME: 011431/0770

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MOLONEY, MAURICE M.

DOC DATE: 04/26/2000

ASSIGNEE:

SEMIBIOSYS GENETICS INC.
2500 UNIVERSITY DRIVE, N.W.
CALGARY, ALBERTA T2N 1N4, CANADA

SERIAL NUMBER: 09210843

FILING DATE: 12/18/1998

PATENT NUMBER:

ISSUE DATE:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
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9210843-200



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 29, 2001

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RECORDATION DATE: 01/12/2001

REEL/FRAME: 011431/0725
NUMBER OF PAGES: 23

BRIEF: LICENSE AGREEMENT

ASSIGNOR:
HABIBI, HAMID R.

DOC DATE: 01/15/1999

ASSIGNEE:
SEMBIOSYS GENETICS INC.
500, 3605 29TH STREET NE
CALGARY, ALBERTA T1Y 5W4, CANADA

SERIAL NUMBER: 09210843
PATENT NUMBER:

FILING DATE: 12/18/1998
ISSUE DATE:

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1-12-01

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To the Honorable Commissioner of Patents

original documents or copy thereof.

<p>1. Name of conveying party</p> <p>Maurice M. Moloney</p> <p>Additional name(s) of conveying party(ies) attached? Yes _____ No <u>X</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>SemBioSys Genetics Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2500 University Drive, N.W.</u></p> <p>City: <u>Calgary</u> State: <u>Alberata</u> ZIP: <u>T2N 1N4</u> Country: <u>Canada</u></p> <p>Additional names/addresses attached? Yes _____ No <u>X</u></p>
<p>3. Nature of conveyance:</p> <p><u>X</u> Assignment _____ Merger _____</p> <p>_____ Security Agreement _____ Change of Name _____</p> <p>Other _____</p> <p>Execution Date: <u>April 26, 2000</u></p>	<p>B. Patent No.(s)</p> <p><u>E</u></p> <p>Additional numbers attached? Yes _____ No <u>X</u></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Micheline Gravelle</u></p> <p>Internal Address: <u>c/o Bereskin & Parr</u></p> <p>Street Address: <u>Box 401, 40 King Street West</u></p> <p>City: <u>Toronto</u> State: <u>Ontario</u> ZIP: <u>M5H 3Y2</u> Country: <u>Canada</u></p>	<p>7. Total fee (37 CFR 3.41)\$40.00</p> <p><u>X</u> Enclosed</p> <p>_____ Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>

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<p>1. Name of conveying party Hamid R. Habibi Additional name(s) of conveying party(ies) attached? Yes _____ No <u>X</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>SemBioSys Genetics Inc.</u> Internal Address: _____ Street Address: <u>500, 3605 29th Street NE</u> City: <u>Calgary</u> State: <u>Alberata</u> ZIP: <u>T1Y 5W4</u> Country: <u>Canada</u> Additional names/addresses attached? Yes _____ No <u>X</u></p>
<p>3. Nature of conveyance: ____ Assignment ____ Merger ____ Security Agreement ____ Change of Name Other <u>License Agreement</u> Execution Date: <u>January 15, 1999</u></p>	<p>B. Patent No.(s) <u>E</u> Additional numbers attached? Yes _____ No <u>X</u></p>
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